



City of Riverside
Personnel Policy and Procedure Manual

Approved:

Personnel Director

City Manager

Number: III-6 Effective Date: 5/92

SUBJECT: **GRIEVANCE PROCEDURE FOR PUBLIC UTILITIES FIELD UNIT EMPLOYEES**

PURPOSE:

To provide regular employees the definition of a grievance and an orderly procedure for processing a grievance. The current M.O.U. for the bargaining unit should be referenced as to specific language.

DEFINITION:

A grievance is an allegation by a unit member or members or the union that he/she/they have been affected by a violation, misinterpretation or misapplication of the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolutions, the City's written personnel policies and procedures, or Public Utilities Department practices.

POLICY:

This policy specifically addresses as subject to this grievance procedure disciplinary actions against regular employees and only those performance evaluations which result in a denial or postponement of a pay increase. Disciplinary actions against probationary employees are specifically excluded from this procedure.

Excluded specifically as subject to this grievance procedure are the City's Employer-Employee Relations Resolution and administrative regulations implementing City policies unless specifically prohibited by or in contradiction of the specific written provisions of an existing Memorandum of Understanding or the City's salary and fringe benefit resolutions.

1. Representation - A unit member may be represented at all stages of the grievance procedure prior to the arbitration step by himself/herself or, at his/her option, by a representative provided by the Union.

In this grievance procedure, any reference to grievant means the grievant and/or his/her representative.

2. Time Limits - The time limits herein are maximum time limits; however, time limits may be extended by mutual agreement.

In the event the grievant fails to meet a time limit, such failure shall constitute a waiver of the grievance.

In the event the City fails to meet a time limit, such failure shall allow the grievant to proceed to the next level of the grievance procedure.

3. Time Off for Grievance Processing - A Public Utilities Field Unit employee designated as the bargaining unit representative shall receive time off from duties for the processing of grievances herein for Public Utilities Field Unit employees subject to the following conditions:
 - a. Time off shall be limited solely to one designee representing a grievant and the grievant during the procedural conferences provided for in the grievance procedure.
 - b. *Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative must inform his/her immediate supervisor.*
 - c. Under **no** circumstances shall this time off include use of time for matters such as investigating grievances, gathering information, interviewing witnesses, or preparing a presentation.
4. Arbitration - Following are basic guidelines governing the arbitration process:
 - a. Authority - The Union shall have the exclusive authority to determine whether a grievance shall be taken to arbitration.
 - b. Arbitrator Selection - In the event the parties are unable mutually to agree upon an arbitrator, within ten (10) working days after referral to arbitration, they shall request a panel of seven (7) names be submitted to both Parties by the California State Conciliation Service. Upon receipt of the list of names, the parties shall alternately delete names from the list until only one name remains, and said last arbitrator shall be selected. The right to delete the first name on the panel shall be based on a coin toss.
 - c. Arbitrator Authority - The arbitrator's authority shall be limited to deciding the issues submitted by the parties, if the parties are unable to agree on the issue, each party shall submit a proposed statement of the issues to the arbitrator who shall then determine the issue by selecting one party's statement or determine the issue by stating it prior to concluding the taking of evidence; the arbitrator shall have no jurisdiction or authority to add to, delete from, or modify the specific written provisions of a Memorandum of Understanding, the City's salary and fringe benefit resolutions, or the City's written personnel policies and procedures.
 - d. Arbitrator's Decision - The arbitrator's decision shall be final and binding upon the parties, and shall be in writing and shall set forth the findings of fact, reasonings, conclusions, and remedy.

- e. Arbitration Cost - All costs for the service of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of any hearing room shall be borne by the losing party. If the identity of the losing party is not clear from the award, and/or the parties disagree on who is the losing party, they may request the arbitrator to designate the losing party for purposes of this clause. In such event the arbitrator may apportion costs, if appropriate, in light of the award. The parties shall share the cost of a transcript, if any. All other costs shall be borne by the party incurring them. While the decision of the arbitrator herein is final and binding, nothing shall preclude the parties from seeking to confirm, vacate or correct the arbitrator's award pursuant to the California Code of Civil Procedure.

PROCEDURE:

Responsibility	Action
Department, Grievant	1. <u>Informal Step:</u> Except for disciplinary matters, attempts shall be made between the grievant and an immediate supervisor in the chain of command up to and including the division head to adjust all grievances on an informal basis.
Grievant	2. <u>Step One:</u> If the grievant is not satisfied with results of the informal procedure, initiates first step of the formal grievance procedure as follows: a. Prepares grievance, using Grievance Petition, Step One, Employee Section (Form No. 130-113) and includes a clear, concise statement of the grievance, the specific provisions, resolution section and/or policies allegedly violated and the specific remedy sought.

- b. Presents Grievance Petition, Step One, Employee Section (Form No. 130-113) to the department head no later than ten (10) working days following the act or omission giving rise to the grievance, or no later than ten (10) working days following the date upon which the employee reasonably should have known of the act or omission.

Either party (grievant or department head) is entitled, upon request, to a meeting to discuss the grievance at this step of the grievance procedure.

Department Head

3. Communicates a written decision on Grievance Petition, Step One, Management Section (Form No. 130-114) to the grievant within ten (10) working days after receiving the grievance.

Grievant

4. Step Two: If the grievant is not satisfied with the decision of the department head, the grievant may initiate the second step of the formal grievance procedure and appeal the decision in writing, using Grievance Petition, Step Two (Form No. 130-115), to the Municipal Employee Relations Officer within ten (10) working days after receipt of the department head's decision.

Either party is entitled, upon request, to a meeting at this step of the grievance procedure.

Municipal Employee Relations Officer (MERO)

5. Communicates a decision to the grievant within ten (10) working days after receiving the appeal.

Grievant

6. Step Three: If the grievant is not satisfied with the decision of the MERO, the grievant may initiate the third step of the formal grievance procedure and request that the Union submit the grievance to binding arbitration.

Union

7. If the Union elects to proceed to binding arbitration, it must so request in writing to the MERO within thirty (30) working days after the decision of the Step Two decision is rendered.

MERO, Employee Organization

8. Makes selection of an arbitrator and sets up mutually convenient time with arbitrator for hearing of the grievance.

Arbitrator

9. Conducts hearing according to generally accepted standards and procedures for grievance arbitration.
10. Presents decision in writing, setting forth findings of fact, reasonings, conclusions and remedy.

Attachments:

1. Grievance Petition, Step One, Employee Section (130-113)
2. Grievance Petition, Step One, Management Section (130-114)
3. Grievance Petition, Step Two (130-115)

City of Riverside
GRIEVANCE PETITION

Step One
MANAGEMENT SECTION

Grievant's Name		Grievance Number
To	From	Date
Date Decision Due	In Attendance	

D. After consideration in Step One of the Grievance Procedure, the City disposition is as follows:

Department Head Signature	Date
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Accepted ☐ Rejected ☐ Signature _____ Date _____
(Employee/Employee Representative)

City of Riverside
GRIEVANCE PETITION

Step Two

Grievant's Name		Grievance Number
To Lawrence E. Paulsen, MERO	From	Date

Please be advised we are appealing Grievance No. _____ to the second step of the grievance procedure.

Date Decision Due	In attendance
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E. After consideration in Step Two of the Grievance Procedure, the City disposition is as follows:

Signature - Municipal Employee Relations Officer	Date
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Accepted ☐ Rejected ☐ Signature _____ Date _____
(Employee/Employee Representative)